



Agnieszka Hurst DBA Happy Gardens

Tel. 817 921 3639

Email: info@happygardens.net

www.happygardens.net

LANDSCAPING INSTALLATION CONTRACT

1. Parties. The parties to this Landscaping Contract ("Contract") are Agnieszka Hurst DBA Happy Gardens ("Contractor") and _____ ("Owner").
2. Property. The property which is the subject of this Contract is described by street address as _____, _____, Texas (the "Property").
3. Work. In consideration of the mutual covenants contained herein, Owner and Contractor agree that Contractor shall provide the landscaping services and furnish the materials and labor as set forth on the attached Proposal (the "Improvements"). Contractor endeavors to commence and prosecute work in an expeditious manner, but shall not be responsible for delay due to unforeseen factors such as adverse weather conditions or plant availability. In some instances due to plant availability, substitutions may be necessary to maintain the progress of the work.
4. Contract Price. In consideration of the mutual covenants contained herein, and other valuable consideration, Owner agrees to pay Contractor, for the implementation of the Improvements, the contract price based on the estimate # _____ (the "Contract Price").
5. Payment. The Contract Price is payable with a 50% initial payment due before commencement of work, and the remaining 50% final payment due within three (3) days completion of the work. If final payment is not paid within three (3) days completion of the work, the outstanding balance will accrue interest at the rate of twelve percent (12%) per annum. **Owner acknowledges and agrees that, due to the upfront costs of materials and crew scheduling, the 50% initial payment is non-refundable.**
6. Change Orders Revise Contract Price. It is expressly stipulated that there may be changes to this Contract which would result in a greater or lesser amount owed to Contractor by Owner other than the stated Contract Price. To the extent Contractor performs any changes or pays for extras and such changes are approved by Owner and Contractor, they shall be added or credited to the Contract Price and Owner shall be obligated to Contractor for the Contract Price set out herein and as same may be adjusted in writing as provided herein.

In landscaping installation, conditions might appear when work has begun that were not visible when the estimate was presented, such as, troublesome roots or vines, plumbing, irrigation, electrical, cable or other underground lines, or drainage issues. In such cases, a change order will be issued by Contractor which shall be approved by Owner and shall increase the contract price by the reasonable and necessary cost of the extra work to cure the deficiency.
7. Alteration of Improvements. All modifications to the Contract shall be evidenced by a written document signed by Contractor and Owner. Unless authorized by Contractor, any changes, alterations or additions resulting in additional sums due Contractor shall be paid prior to commencement of the change, alteration, or addition or, at the Contractor's option, upon delivery of an invoice to the Owner for payment. Unless otherwise agreed, all change orders shall be in writing. Owner agrees not to do or cause to be done by any third party any work on the Property, or alter or cause the alteration of any portion of the Improvements outside of those alterations not approved by Contractor, whether complete or incomplete, before final completion of the Improvements.
8. Warranties on Improvements. Contractor gives special attention to finding plants that best suit the special needs of your garden. Contractor will guarantee the life of plants installed for 30 days after installation so long as they plants receive proper care and there are no adverse weather conditions (such as a sudden drop in temperature). In the event a plant dies even after adequate care, Owner shall notify Contractor of the plant's death within the 30 days after installation, and if deemed appropriate by Contractor, Owner may be entitled to pick up a replacement plant from the Contractor free of charge. If a tree installed by Contractor dies, Owner shall notice Contractor of the tree's death, and if Contractor deems the tree to be faulty, Contractor's shall replace the tree at no cost to Owner. Owner acknowledges and agrees that except as specifically set forth in this paragraph, Contractor is giving **no warranties, express or implied, on the Improvements. To the fullest extent permitted by applicable law, all implied warranties including, but not limited to, any implied warranties of habitability, fitness for a particular purpose and construction in a good and workmanlike manner are expressly disclaimed.**
9. Contract Represents Entire Agreement. This Contract, together with all attachments and any subsequent change orders contains the entire agreement between Contractor and Owner with respect to the Improvements, and replaces all prior agreements or

understandings, if any. Contractor is not bound by any statement, promise, condition or stipulation not specifically set forth in this Contract.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

TERMS AND CONDITIONS

1. Contractor reserves the right to plant substitutions based on plant availability.
2. Contractor guarantees the life of the plants for the first thirty (30) days, assuming they receive proper care and there are no adverse weather conditions (sudden drop in temperature or temperatures in 20's or below). If a plant dies despite adequate care, contractor must be notified within that thirty (30) day time frame.
3. Contractor is not responsible for sprinkler damage. Such damage occurs and is often unavoidable. Contractor will make sure such damage is avoided but if damage occurs it will be repaired at additional cost and billed to the Owner.
4. Estimates presented to the Owner do not represent the final price. The final price might differ by ± 10% of the estimate. Any additions or changes exceeding 10% of the estimate will be done in writing and signed by both parties.

Signed this _____ day of _____, 201__.

OWNER:

(If Owner is married, both spouses both execute and acknowledge this Contract)

Owner _____

Owner _____

CONTRACTOR:

By: _____
(Signature of Representative)